

1 Scott P. Shaw (SBN 223592)
2 SShaw@Merchantgould.com
3 **MERCHANT & GOULD P.C.**
4 8383 Wilshire Blvd., Ste. 935
5 Beverly Hills, CA 90211
6 Telephone: (949) 330-0202

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11 *Attorney for Plaintiffs*

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 Boardriders IP Holdings, LLC and
12 ABG-Volcom, LLC,

13 Plaintiffs,

14 v.

15 Jacob Shaw, Inc. and DOES 1-10

16 Defendants.

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COMPLAINT

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**(1) INFRINGEMENT OF
REGISTERED TRADEMARK
UNDER 15 U.S.C. § 1114**
**(2) COUNTERFEITING OF
REGISTERED TRADEMARK
UNDER 15 U.S.C. § 1114**
**(3) UNFAIR COMPETITION, FALSE
DESCRIPTION, AND FALSE
DESIGNATION OF ORIGIN
UNDER 15 U.S.C. § 1125(A)**
**(4) COMMON LAW TRADEMARK
INFRINGEMENT**
**(5) FALSE ADVERTISING UNDER
CAL. BUS. & PROF. CODE §
17500**
**(6) UNFAIR COMPETITION UNDER
CAL. BUS. & PROF. CODE §
17200**

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DEMAND FOR JURY TRIAL

1 Plaintiffs Boardriders IP Holdings, LLC (“Boardriders”) and ABG-Volcom,
2 LLC (“Volcom”) file this complaint against Defendants Jacob Shaw Inc. (“JSInc”)
3 and Does 1-10, and allege as follows:

4 **PARTIES**

5 1. Plaintiff Boardriders IP Holdings, LLC is a California limited liability
6 company having its principal place of business at 1411 Broadway, 21st Floor, New
7 York, NY 10018.

8 2. Plaintiff ABG-Volcom, LLC is a Delaware limited liability company
9 having its principal place of business at 1411 Broadway, 21st Floor, New York, NY
10 10018.

11 3. Defendant JSInc is a California corporation having its principal
12 place of business at 4475 Mission Blvd 226, San Diego, California 92109.
13 On information and belief, JSInc owns and operates HB SuperStore,
14 located at 121 Main Street, Huntington Beach, California 92647.
15 *See* www.indeed.com/viewjob?jk=88ba513b9ad1a8ad.

16 4. Defendants John Doe Nos. 1-10 are unidentified entities or individuals
17 who have sold and supplied counterfeit goods that infringe Plaintiffs’ asserted
18 trademarks to JSInc.

19 **JURISDICTION AND VENUE**

20 5. This case arises under the provisions of the Lanham Act (15 U.S.C.
21 §§ 1051-1127). This Court has subject-matter jurisdiction over this action pursuant
22 to 28 U.S.C. §§ 1331 and 1338 and 15 U.S.C. §§ 1114 and 1125.

23 6. The Court has personal jurisdiction over JSInc because it is a California
24 corporation having its principal place of business in California and conducting
25 business operations within California, including the specific acts of infringement
26 alleged below. The Court has personal jurisdiction over Does 1-10 because on
27 information and belief, they have carried out infringing sales within California,
28 including sales to JSInc.

1 7. Venue in this judicial district is proper under 28 U.S.C. § 1391(b)
2 because Defendants' acts of infringement have occurred in this district, including
3 JSInc's offer for sale and sale of counterfeit goods that infringe Plaintiffs' asserted
4 trademarks at its store in Huntington Beach, California. Further, on information and
5 belief, a substantial part of the personal property subject to this action is situated
6 within this district at JSInc's Huntington Beach store. In addition, venue in this
7 judicial district is proper under 28 U.S.C. § 1391(c) because the Court has personal
8 jurisdiction over Defendants.

FACTUAL BACKGROUND

A. *Boardriders and Its Asserted Trademarks*

11 8. Boardriders is a global leader in the action sports and lifestyle apparel
12 industry. As the owner of an iconic portfolio of brands, including Quiksilver, Roxy,
13 DC Shoes, RVCA, and Element, Boardriders has cultivated a worldwide reputation
14 for authenticity, innovation, and quality in the surfing, skateboarding, and
15 snowboarding communities.

16 9. Through its predecessor entities' and its own extensive efforts,
17 Boardriders has invested millions of dollars in developing, marketing, and protecting
18 its valuable trademarks and associated brands. The company's products are
19 distributed in more than 110 countries through retail customers that include surf
20 shops, skate shops, snow shops, and an e-commerce presence. This extensive market
21 penetration has resulted in widespread and continuous use of its trademarks, making
22 them famous and instantly recognizable to consumers worldwide. The company's
23 commitment to sponsoring top-tier athletes, hosting world-class sporting events, and
24 producing acclaimed films and digital content has further solidified the global
25 renown of its brands.

26 10. In early 2018, Boardriders expanded its extensive holdings by acquiring
27 Billabong International Limited (“Billabong”). Established in 1973, Billabong has
28 grown from a simple boardshort company into a globally recognized brand in the

1 surfing and skating communities. Through brands like BILLABONG and RVCA
2 (pronounced “REW-KA”), Billabong has cemented its status a leader in sports
3 apparel.

4 11. The BILLABONG brand is supported by a vast portfolio of intellectual
5 property rights, including more than 700 trademarks covering a wide variety of
6 goods and services. This portfolio includes the below BILLABONG word marks
7 and the BILLABONG UNITED logo in International Class 25 (the “BILLABONG
8 Marks”) at issue in this action:

| Mark | Reg. No. | Reg. Date | Description of Goods |
|-----------|----------|-----------|--|
| BILLABONG | 1277128 | 5/8/1984 | Articles of Clothing Men's and Ladies' Shirts, T-Shirts; Men's and Ladies' Shorts, Jackets; Men's and Ladies' Trousers, [Singlets,] Skirts [; and Ladies' Pedal Pushers]. |
| BILLABONG | 4503766 | 4/1/2014 | [Jewellery <i>sic</i> throughout] and costume jewellery; charms; ornaments of precious metal, namely, ornamental pendants and ornamental pins; precious gemstones and semiprecious gemstones; watches and clocks, and parts of the foregoing goods; watch accessories, namely, watch bands, watch chains, watch straps and watch cases; jewellery cases and jewellery boxes of precious |

| Mark | Reg. No. | Reg. Date | Description of Goods |
|---|----------|-----------|--|
| | | | metal, precious metal alloys or coated therewith; medallions and badges of precious metal, precious metal alloys or coated therewith; key rings, key chains, key cases, key tags and key fobs, all of precious metal, precious metal alloys or coated therewith] |
| BILLA BONG  | 7177103 | 9/26/2023 | Clothing, namely, shirts, T-shirts, polo shirts, singlets, blouses, tops, sweaters, cardigans, jackets, pullovers, coats, wind jackets, bodysuits, dresses, skirts, sarongs, trousers, pants, denim clothing in the nature of shorts, overalls, pants, skirts, jackets, jeans, overalls, shorts, board shorts, surfwear, swimwear, tracksuit tops, tracksuit pants, hooded tops, beachwear, snowwear being snow pants, snow jackets, snow salopettes, snow gloves, snowboots, underwear, sleepwear, pyjamas, belts, bandanas, leggings, gloves, scarves, socks; headgear being |

| Mark | Reg. No. | Reg. Date | Description of Goods |
|------|----------|-----------|--|
| | | | headwear, namely, hats, caps, beanies, visors; footwear, namely, shoes, boots, sandals, thongs, slippers, slides; wetsuits, wetsuit vests, wetsuit boots, wetsuit gloves and wetsuit hoods, wetsuit shorts and tops; rash guards, namely, rash shirts and rash vests |

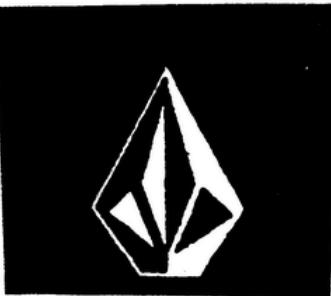
12. True and correct copies of the registrations for the BILLABONG Marks
13. are attached as Exhibits 1-3.

B. Volcom and Its Asserted Trademarks

14. Volcom has been a global leader in the design, marketing, and
15. distribution of premium apparel, footwear, and accessories for over three decades.
16. Founded in 1992 on the core principles of the action-sports lifestyle, Volcom's
17. products are inspired by the spirit of surfing, skateboarding, and snowboarding.
18. Since its founding, Volcom has expanded to many product categories, including
19. apparel, outerwear, swimwear, footwear, and accessories. Volcom's products are
20. sold in more than 60 countries, as well on Volcom's official website,
21. www.volcom.com.

22. The VOLCOM brand is supported by a vast global trademark portfolio
23. of more than 350 trademark filings worldwide. This portfolio includes the below
24. VOLCOM word marks and Volcom Stone Logos, also in International Class 25 (the
25. "VOLCOM Marks"):

| Mark | Reg. No. | Reg. Date | Description of Goods |
|--|----------|------------|--|
| VOLCOM | 1725875 | 10/20/1992 | activewear clothing; namely, T-shirts, sweatshirts, sweatpants, swimtrunks, walking shorts, pants, jackets and hats. |
|  | 2048820 | 4/1/1997 | T-shirts, sweatshirts, sweatpants, swimtrunks, walking shorts, pants, underwear, tank tops, shirts, jackets and hats |
| VOLCOM | 2534210 | 1/29/2002 | Men's and women's clothing, namely, swimwear, bathing suits, bikinis, cover-ups, tank tops, shirts, skirts, dresses, shorts, jumpers, capris, leggings, pajamas, [robes,] jerseys, socks, underwear, gloves, belts, [ties,] vests; headwear, namely, caps and visors; and footwear, namely, sandals, slippers, boots, and athletic shoes |

| Mark | Reg. No. | Reg. Date | Description of Goods |
|---|----------|----------------|---|
|  | 2552549 | March 26, 2002 | Men's and women's clothing, namely, swimwear, bathing suits, bikinis, cover-ups, tank tops, shirts, skirts, dresses, shorts, jumpers, capris, leggings, pajamas, [robes,]T-shirts, pants, sweatpants, sweatshirts, swimtrunks, jackets, [jerseys,]socks, underwear, gloves, belts, [ties,] vests; headwear, namely, hats, caps and visors; and footwear, namely, sandals, slippers, boots, and athletic shoes |
|  | 2725181 | June 10, 2003 | Clothing, footwear and headwear, namely shoes, socks, sandals, shirts, shorts, pants, sweatshirts, jeans, dresses, skirts, t-shirts, tank tops, hats, beanie caps, underwear, swimming suits, ties, vests and jackets |

15. True and correct copies of the registrations for the VOLCOM Marks
are attached as Exhibits 4-8.

1 ***C. Plaintiffs' Relevant Business***

2 16. One of Boardriders' and Volcom's primary businesses is exclusively
3 licensing use of their asserted trademarks in connection with the advertising,
4 marketing, and sale of a variety of products and services offered globally, especially
5 in connection with apparel. Boardriders and Volcom carefully and diligently control
6 and monitor the commercial exploitation of its intellectual property rights.
7 Boardriders and Volcom both carefully vet and approve licensees and the use of their
8 intellectual property, including the asserted trademarks.

9 17. One of the primary geographic markets for goods bearing the
10 Boardriders' and Volcom's trademarks is Huntington Beach, California—also
11 known as “Surf City, USA.” Main Street in Huntington Beach is particularly
12 important; it is the epicenter of the surf community due to the high number of surf
13 competitions in the summer, and it attracts competitors, spectators, and tourists
14 interested in an active lifestyle. As a result, this location is a prime area for selling
15 surf-related apparel. Several of Boardriders' and Volcom's top retail partners have
16 locations on Main Street in Huntington Beach, and there is also a branded Billabong
17 store located at 126 Main Street. Consequently, sales of counterfeit and infringing
18 goods on Main Street, Huntington Beach, are particularly damaging to Plaintiffs'
19 businesses and goodwill.

20 ***D. JSInc's Infringing Conduct***

21 18. On information and belief, JSInc is a corporation that manages retail
22 stores that sell discount surf-related apparel, among other things. JSInc owns and
23 operates multiple stores, including Mission Beach Resort, Mission Beach Surf Skate,
24 and Mission Beach Rentals, all located in Mission Beach, San Diego, California.

25 19. On information and belief, JSInc recently opened an additional store at
26 121 Main Street, Huntington Beach, CA 92647, which is operated under the name
27 HB Superstore. HB Superstore sells and offers for sale discount apparel products,
28 including surf-related apparel.

1 20. On June 16, 2025, a representative of Plaintiffs visited HB Superstore
2 and observed apparel bearing the asserted trademarks offered for sale at heavily
3 discounted prices. JSInc does not have authority to use the asserted trademarks, nor
4 has it ever had such authority.

5 21. Around the same time, Plaintiffs received a separate report from a
6 territory sales representative that HB Superstore was offering for sale counterfeit
7 goods featuring the asserted trademarks. The below photo from HB Superstore
8 (included in Exhibit 9) shows these counterfeit goods offered for sale for \$14.99,
9 less than half of the \$29.99 at which comparable Boardriders and Volcom apparel
10 are typically sold:



Image from Exhibit 9

23 22. Following these reports of counterfeiting, on June 18, 2025, a
24 representative of Volcom visited HB Superstore and purchased apparel bearing
25 marks that were identical to the asserted trademarks. Photos of samples of this
26 apparel are below and attached as Exhibit 10. Plaintiffs subsequently examined the
27 purchased goods and determined they are not authentic Billabong or Volcom goods.
28 Among other things, the goods purchased from HB Superstore (i) lacked identifiers

1 and labels that genuine Billabong and Volcom goods include; (ii) were poor quality,
2 including due to the use of unapproved materials and the presence of inaccurate size
3 labels; and (iii) featured unapproved designs.



27 Images from Exhibit 10
28

1 23. After inspecting the goods purchased from HB Superstore and
2 confirming they are counterfeit and infringing, on June 18, Plaintiffs each wrote to
3 JSInc to provide notice that it was infringing the BILLABONG Marks and the
4 VOLCOM Marks, and to ask JSInc to cease and desist from selling and to destroy
5 all counterfeit goods that used those marks. True and correct copies of these cease-
6 and-desist letters are attached as Exhibits 9 and 11. Plaintiffs received no reply from
7 JSInc.

8 24. On information and belief, HB Superstore continues to sell counterfeit
9 goods that infringe the asserted trademarks, despite JSInc receiving notice of its
10 infringement. Further, on information and belief, JSInc sells counterfeit goods at its
11 other stores that infringe the asserted trademarks.

12 ***E. JSInc's Infringing Conduct Is Irreparably Harming Plaintiffs***

13 25. JSInc's infringing conduct, including the activities described above, is
14 likely to cause consumer confusion, deception, and mistake in the minds of
15 consumers, the public, and the trade before, during, and after the time of purchase.
16 JSInc's wrongful conduct is likely to create a false impression and deceive
17 customers, the public, and the trade into believing there is a connection or association
18 between Boardriders' and Volcom's genuine goods and JSInc's infringing goods.

19 26. JSInc's improper activities have been and continue to be willful and
20 deliberate.

21 27. Boardriders and Volcom are suffering irreparable injury and have
22 suffered substantial damages as a direct and proximate result of JSInc's infringing
23 activities. For example, Boardriders' and Volcom's retail partners are losing sales to
24 JSInc's lower priced counterfeit goods. Further, JSInc's offers for sale and sales of
25 infringing and counterfeit goods has damaged the goodwill associated with the
26 BILLABONG Marks and the VOLCOM Marks because consumers will associate
27 the poor-quality JSInc counterfeit goods with Boardriders and Volcom. The damage
28

1 to the goodwill associated with the marks cannot be compensated through monetary
2 damages.

3 28. Moreover, JSInc's infringement is irreparably harming Boardriders and
4 Volcom due to the strategic placement of HB Superstore on Main Street, Huntington
5 Beach, as it misleads consumers during the prime season for marketing surf apparel
6 at the key location for Plaintiffs' industry.

7 29. This irreparable harm to Boardriders and Volcom will continue unless
8 JSInc's conduct is enjoined.

9 **COUNT I**

10 **INFRINGEMENT OF REGISTERED TRADEMARKS**

11 **UNDER 15 U.S.C. § 1114**

12 30. Plaintiffs restate, adopt, and incorporate each and every allegation in
13 the preceding and foregoing paragraphs as though set forth fully below.

14 31. Boardriders is the owner of the BILLABONG Marks: United States
15 Registration Nos. 1,277,128 and 4,503,766 for the BILLABONG word marks and
16 United States Registration No. 7,177,103 for the BILLABONG UNITED Logo, each
17 in International Class 25.

18 32. Volcom is the owner of the VOLCOM Marks: United States
19 Registration Nos. 1,725,875 and 2,534,210 for the VOLCOM word marks and
20 United States Registration Nos. 2,048,820, 2,552,549, and 2,725181 for the Volcom
21 Stone Logos, each in International Class 25.

22 33. The BILLABONG Marks and the VOLCOM Marks are distinctive of
23 apparel, accessories, and surf-related products originating with Plaintiffs. Through
24 the years of sales and advertising by Plaintiffs and their predecessors in interest, the
25 BILLABONG Marks and the VOLCOM Marks have become associated in the
26 minds of consumers with the high-quality products that Plaintiffs have authorized to
27 bear the asserted trademarks.

28 34. Defendants have used the asserted trademarks without Plaintiffs'

1 authorization on commercial goods similar or identical to authorized goods, except
2 for the unauthorized goods' inferior quality. Defendants' unauthorized use of the
3 asserted trademarks is likely to cause confusion in the marketplace by creating the
4 false and mistaken impression that Defendants' apparel is affiliated, connected, or
5 associated with or that they originate with or are sponsored or approved by Plaintiffs.
6 Defendants' unauthorized use of the BILLABONG Marks and the VOLCOM Marks
7 violates the Lanham Act, 15 U.S.C. § 1114.

8 35. As a proximate result of Defendants' actions, Plaintiffs have suffered
9 and will continue to suffer great damage to their business, goodwill, reputation,
10 profits, and strength of their asserted trademarks. As a direct and proximate result of
11 Defendants' wrongful conduct, Plaintiffs have been and will continue to be damaged
12 by, without limitation, a diminution in the value of the BILLABONG Marks and
13 VOLCOM Marks and in the reputation and goodwill of Plaintiffs and of the
14 BILLABONG Marks and the VOLCOM Marks in an amount to be proven at trial.

15 36. Defendants' unauthorized use of the BILLABONG Marks and the
16 VOLCOM Marks has caused, and if not enjoined, will continue to cause irreparable
17 and continuing harm to Plaintiffs in various ways, including the inability to control
18 the impact on Plaintiffs' reputation and quality-control of Defendants' products, for
19 which Plaintiffs have no adequate legal remedy. Accordingly, Plaintiffs are entitled
20 to provisional, preliminary, and permanent injunctive relief to compel cessation of
21 all infringing and otherwise harmful conduct.

22 37. The foregoing acts of infringement have been and continue to be
23 deliberate, willful and wanton, making this case exceptional within the meaning of
24 15 U.S.C. § 1117.

25 38. Plaintiffs are entitled to all remedies available under the Lanham Act,
26 including preliminary and permanent injunctions, compensatory damages, statutory
27 damages, treble damages, disgorgement of profits, costs, and attorneys' fees.
28

1 **COUNT II**

2 **COUNTERFEITING OF REGISTERED TRADEMARK**
3 **UNDER 15 U.S.C. § 1114**

4 39. Plaintiffs restate, adopt, and incorporate each and every allegation in
5 the preceding and foregoing paragraphs as though set forth fully herein.

6 40. Defendants have willfully used a designation that is a counterfeit, copy,
7 or colorable imitation of the registered BILLABONG Marks and VOLCOM Marks
8 on goods for which Plaintiffs holds federal trademark registrations.

9 41. Without Plaintiffs' consent, Defendants have used the counterfeit
10 BILLABONG Marks and VOLCOM Marks in connection with the display, sale,
11 offer for sale, marketing, distributing, or advertising of goods for their own financial
12 gain.

13 42. Plaintiffs have not authorized Defendants' use of the BILLABONG
14 Marks and the VOLCOM Marks to advertise, market, offer for sale, display, sell, or
15 distribute their counterfeit products.

16 43. Defendants' unauthorized use of the BILLABONG Marks and the
17 VOLCOM Marks on or in connection with the display and sale of goods constitutes
18 Defendants' use of Plaintiffs' asserted trademarks in commerce.

19 44. Defendants' unauthorized use of the BILLABONG Marks and the
20 VOLCOM Marks is likely to cause confusion or mistake; is likely to deceive; is
21 likely to cause the public to believe that Defendants' product is authorized,
22 sponsored, or approved by Plaintiffs when it is not; and is likely to result in
23 Defendants unfairly and illegally benefitting from Plaintiffs' goodwill.

24 45. Accordingly, Defendants have engaged in trademark counterfeiting in
25 violation of Section 32(1)(a) and (b) on the Lanham Act, 15 U.S.C. § 1114(1)(a) and
26 (b), and are liable to Plaintiffs for all damages related to such counterfeiting,
27 including actual damages, infringing profits, and/or statutory damages, as well as
28 attorneys' fees and costs.

1 46. Defendants' counterfeiting has caused and will continue to cause
2 irreparable injury to Plaintiffs.

3 47. Plaintiffs have no adequate remedy at law and are thus entitled to
4 damages in an amount yet to be determined.

5 48. Defendants' egregious conduct in flagrantly selling products bearing
6 the counterfeit BILLABONG Marks and VOLCOM Marks is willful and intentional,
7 and thus this constitutes an exceptional case.

COUNT III

UNFAIR COMPETITION, FALSE DESCRIPTION, AND FALSE DESIGNATION OF ORIGIN UNDER 15 U.S.C. § 1125(A)

11 49. Plaintiffs restate, adopt, and incorporate each and every allegation in
12 the preceding and foregoing paragraphs as though set forth fully herein.

13 50. The BILLABONG Marks and the VOLCOM Marks are distinctive of
14 apparel, accessories, and surf-related products originating with Plaintiffs. Through
15 the years of sales and advertising by Plaintiffs and their predecessors, the
16 BILLABONG Marks and the VOLCOM Marks have become associated in the
17 minds of consumers with the high-quality products produced by Plaintiffs.

18 51. Defendants have used the BILLABONG Marks and the VOLCOM
19 Marks without authorization from the respective mark holders on commercial goods
20 similar or identical, but of inferior quality, to Plaintiffs' apparel products.
21 Defendants' unauthorized use of Plaintiffs' Marks is likely to cause confusion in the
22 marketplace by creating the false and mistaken impression that Defendants' apparel
23 is affiliated, connected or associated with, or that they originate with, or are
24 sponsored or approved by Plaintiffs. Defendants' unauthorized use of the
25 BILLABONG Marks and the VOLCOM Marks violates the Lanham Act, 15 U.S.C.
26 § 1114.

27 52. As a proximate result of Defendants' actions, Plaintiffs have suffered
28 and will continue to suffer great damage to their business, goodwill, reputation,

1 profits and strength of their trademarks. As a direct and proximate result of
2 Defendants' wrongful conduct, Plaintiffs have been and will continue to be damaged
3 by, without limitation, a diminution in the value of the BILLABONG Marks and the
4 VOLCOM Marks and in the reputation and goodwill of Plaintiffs and of the
5 BILLABONG and the VOLCOM Marks in an amount to be proven at trial.

6 53. Defendants' unauthorized use of the BILLABONG Marks and the
7 VOLCOM Marks has caused, and if not enjoined, will continue to cause irreparable
8 and continuing harm to Plaintiffs in various ways, including the inability to control
9 the impact on Plaintiffs' reputation and quality-control of Defendants' products for
10 which Plaintiffs have no adequate legal remedy. Accordingly, Plaintiffs are entitled
11 to provisional, preliminary, and permanent injunctive relief to compel cessation of
12 all infringing and otherwise harmful conduct.

13 54. Plaintiffs are entitled to all remedies available under the Lanham Act,
14 including, but not limited to, preliminary and permanent injunctions, compensatory
15 damages, statutory damages, treble damages, disgorgement of profits, costs, and
16 attorneys' fees.

17 55. Defendants' unauthorized use of marks confusingly similar to the
18 BILLABONG Marks and the VOLCOM Marks was and continues to be knowing,
19 deliberate, willful, fraudulent, and without extenuating circumstances, making this
20 an exceptional case. Plaintiffs are therefore entitled to recover three times the
21 amount of actual damages, attorneys' fees, and costs incurred in this action, and
22 Defendants' profits from their infringement of the BILLABONG Marks and the
23 VOLCOM Marks pursuant to 15 U.S.C. § 1117(a).

24 **COUNT IV**

25 **COMMON LAW TRADEMARK INFRINGEMENT**

26 56. Plaintiffs restate, adopt, and incorporate each and every allegation in
27 the preceding and foregoing paragraphs as though set forth fully herein.

28 57. The BILLABONG Marks and the VOLCOM Marks are distinctive of

1 apparel, accessories, and surf-related products authorized by Plaintiffs. Through the
2 years of sales and advertising by Plaintiffs and their predecessors, the BILLABONG
3 Marks and the VOLCOM Marks have become associated in the minds of consumers
4 with the high-quality products authorized by Plaintiffs.

5 58. Defendants have used the BILLABONG Marks and the VOLCOM
6 Marks without authorization from the respective Plaintiffs on commercial goods
7 similar or identical to authorized goods, except for the unauthorized goods' inferior
8 quality. Defendants' unauthorized use of Plaintiffs' asserted trademarks is likely to
9 cause confusion in the marketplace by creating the false and mistaken impression
10 that Defendants' apparel is affiliated, connected, or associated with or that they
11 originate with or are sponsored or approved by Plaintiffs.

12 59. Defendants' use of similar marks likely to cause confusion with the
13 BILLABONG Marks and the VOLCOM Marks is without Plaintiffs' authorization
14 or consent.

15 60. Defendants' unauthorized use of similar marks likely to cause
16 confusion with the BILLABONG Marks and the VOLCOM Marks violates the
17 common law of the State of California.

18 61. Defendants' unauthorized use of the BILLABONG Marks and the
19 VOLCOM Marks has caused, and if not enjoined, will continue to cause irreparable
20 and continuing harm to Plaintiffs in various ways, including the inability to control
21 the impact on Plaintiffs' reputation and quality-control of Defendants' products, for
22 which Plaintiffs have no adequate legal remedy. Accordingly, Plaintiffs are entitled
23 to provisional, preliminary, and permanent injunctive relief to compel cessation of
24 all infringing and otherwise harmful conduct.

25 62. As a direct and proximate result of Defendants' wrongful conduct,
26 Plaintiffs have been and will continue to be damaged by, without limitation, a
27 diminution in the value of the BILLABONG Marks and the VOLCOM Marks and
28 in the reputation and goodwill of Plaintiffs and BILLABONG Marks and the

1 VOLCOM Marks in an amount to be proven at trial.

2 **COUNT V**

3 **FALSE ADVERTISING UNDER**

4 **CAL. BUS. & PROF. CODE § 17500, *et seq.***

5 63. Plaintiffs restate, adopt, and incorporate each and every allegation in
6 the preceding and foregoing paragraphs as though set forth fully herein.

7 64. Defendants have falsely advertised that their products are genuine
8 BILLABONG- and VOLCOM-branded products in violation of California state and
9 federal trademark infringement law.

10 65. Defendants' acts constitute unfair, deceptive, untrue, and/or misleading
11 advertisements in violation of California Business and Professions Code § 17500, *et*
12 *seq.*

13 66. Defendants knew or reasonably should have known that their
14 counterfeit BILLABONG- and VOLCOM-branded products were not genuine.

15 67. Defendants' acts further constitute unfair competition under California
16 Business and Professions Code § 17500, *et seq.* because they are fraudulent in that,
17 among other things, consumers are likely to be deceived about the nature and origin
18 of Defendants' products.

19 68. Defendants' acts are intentionally and knowingly directed toward
20 perpetuating a business competing unfairly with Plaintiffs, to the diminution of
21 Plaintiffs' profits.

22 69. By reason of these acts of unfair competition, Plaintiffs have suffered
23 and will continue to suffer irreparable injury unless and until this Court enters an
24 order enjoining Defendants from any further acts of unfair competition. Defendants'
25 continuing acts of unfair competition, unless enjoined, will cause irreparable damage
26 to Plaintiffs in that they will have no adequate remedy at law to compel Defendants
27 to cease such acts. In addition to other relief, therefore, Plaintiffs are entitled to a
28 preliminary and permanent injunction against further infringing conduct by

1 | Defendants.

2 70. As a direct and proximate result of the aforesaid acts of unfair
3 competition, Defendants have wrongfully taken Plaintiffs' profits and benefit of
4 their efforts, investment of time, energy, and money. Defendants should therefore be
5 ordered to provide full restitution to Plaintiffs due to their infringing activities.

COUNT VI

UNFAIR COMPETITION UNDER

CAL. BUS. & PROF. CODE § 17200, et seq.

9 71. Plaintiffs restate, adopt, and incorporate each and every allegation in
10 the preceding and foregoing paragraphs as though set forth fully herein.

11 72. Defendants have falsely advertised that their products are genuine
12 BILLABONG- and VOLCOM-branded products, in violation of California state and
13 federal trademark infringement law. This conduct is calculated to and does in fact
14 deceive and mislead consumers of Plaintiffs into purchasing Defendants' products
15 based on the misperception that the counterfeit BILLABONG- and VOLCOM-
16 branded products originated with or are affiliated with Plaintiffs.

17 73. Defendants' acts constitute unfair, deceptive, untrue, and/or misleading
18 advertisements in violation of California Business and Professions Code § 17200, *et*
19 *seq.*

20 74. Defendants' acts further constitute unfair competition under California
21 Business and Professions Code § 17200, *et seq.* because they violate California
22 Business and Professions Code § 17500, *et seq.* as set forth above.

23 75. Defendants' acts further constitute unfair competition under California
24 Business and Professions Code § 17200, *et seq.* because they are unlawful in that
25 they violate 15 U.S.C §§ 1114, 1125(a).

26 76. Defendants' acts further constitute unfair competition under California
27 Business and Professions Code § 17200, *et seq.* because they are fraudulent in that,
28 among other things, consumers are likely to be deceived about the nature and origin

1 of Defendants' products.

2 77. Defendants' acts are intentionally and knowingly directed toward
3 perpetuating a business competing unfairly with Plaintiffs, to the diminution of
4 Plaintiffs' profits.

5 78. By reason of these acts of unfair competition, Plaintiffs have suffered
6 and will continue to suffer irreparable injury unless and until this Court enters an
7 order enjoining Defendants from any further acts of unfair competition. Defendants'
8 continuing acts of unfair competition, unless enjoined, will cause irreparable damage
9 to Plaintiffs in that they will have no adequate remedy at law to compel Defendants
10 to cease such acts. In addition to other relief, therefore, Plaintiffs are entitled to a
11 preliminary and permanent injunction against further infringing conduct by
12 Defendants.

13 79. As a direct and proximate result of the aforesaid acts of unfair
14 competition, Defendants have wrongfully taken Plaintiffs' profits and benefit from
15 their efforts, investment of time, energy, and money. Defendants should therefore be
16 ordered to provide full restitution to Plaintiffs due to their infringing activities.

PRAYER FOR RELIEF

18 WHEREFORE Plaintiffs pray for judgment against Defendants, and each of
19 them, as follows:

20 A. That Defendants, their agents, servants, employees, representatives,
21 successors, and assigns, and all persons, firms, corporations, or other
22 entities in active concert or participation with any of them, be
23 preliminarily and permanently enjoined from:

24 1. Using the BILLABONG Marks and the VOLCOM Marks, as
25 well as any other colorable imitation of the BILLABONG Marks
26 and the VOLCOM Marks that is likely to cause confusion,
27 mistake, or deception or to impair the distinctiveness of
28 Plaintiffs' Marks;

- 1 2. Using Plaintiffs' trade names, trademarks, or service marks, or
2 any version thereof, in connection with the description,
3 marketing, promotion, advertising, or sale of products or services
4 not associated with or approved by Plaintiffs;
- 5 3. Assisting, aiding, or abetting any other person or business entity
6 in engaging in or performing any of the activities referred to in
7 subparagraphs 1) through 2) above.

8 B. For an order finding that, by the acts complained of herein, Defendants
9 have engaged in trademark infringement and counterfeiting, and that such
10 conduct has been willful;

11 C. For an order awarding, at Plaintiffs' election, statutory and/or actual
12 damages, in an amount to be fixed by the Court in accordance with proof,
13 including punitive and exemplary damages as appropriate, as well as all
14 of Defendants' profits or gains of any kind resulting from each cause of
15 action, and further for an order awarding treble damages, pursuant to 15
16 U.S.C. § 1117(b) or any other applicable statute, because the acts of
17 infringement were willful and wanton;

18 D. For an order finding that an award of pre- and post-judgment interest is
19 necessary to fully compensate Plaintiffs for the damage they have
20 sustained;

21 E. For an order awarding Plaintiffs their costs, including the attorneys' fees
22 incurred in prosecuting this action;

23 F. For an order awarding Plaintiffs recovery for any unjust enrichment of
24 Defendants;

25 G. For an order awarding Plaintiffs such other and further relief as the Court
26 may deem just and proper.

27 **DEMAND FOR JURY TRIAL**

28 Plaintiffs hereby demand a trial by jury on all issues so triable.

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2 Dated: June 26, 2025

MERCHANT & GOULD P.C.

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By: /s/Scott P. Shaw

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Scott P. Shaw

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